



LPD-100/CON/US
PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Robert A. Rauch) : Examiner: A. J. Flanigan
Application No.: 10/691,171) : Art Unit: 3753
Filed: October 22, 2003) : Confirmation No.: 6525
For: THERMAL INTERFACE WAFER :
AND METHOD OF MAKING)
AND USING SAME : August 15, 2005

TERMINAL DISCLAIMER

Sir:

The record owner, Henkel Corporation, of one hundred percent interest in the subject application by virtue of Assignment documents in favor of Loctite Corporation executed on June 7, 2001 by the named inventor, and recorded on June 7, 2001 at reel 011891, frame 0134 in the Assignment Branch of the U.S. Patent and Trademark Office ("the PTO assignment branch"), and where Loctite Corporation changed its name to Henkel Loctite Corporation on May 15, 2002, and which was merged into Henkel Corporation, effective July 1, 2004, hereby disclaims, except as provided below, the terminal part of the statutory term of any U.S. patent granted on this application which would extend

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beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154, 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,672,378. The owner hereby agrees that any U.S. patent so granted on this application shall be enforceable only for and during such period of common ownership thereof.

In making this Terminal Disclaimer, the owner does not disclaim the terminal part of any U.S. patent granted on this application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154, 156 and 173 of U.S. Patent No. 6,672,378 as presently shortened by any terminal disclaimer, in the event that such U.S. patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a Court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, or is reissued, prior to the expiration of the full statutory term thereof as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false

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statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United states Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The Patent Office fee of \$130.00 due under 37 C.F.R. § 1.20(d) in connection with the submission of this Terminal Disclaimer may be charged to Deposit Account No. 12-2135. Any deficiency in or overpayment of this fee should be charged or credited, respectively, to that deposit account. For this purpose, a duplicate copy of this Terminal Disclaimer is enclosed.

Applicant's undersigned attorney is an attorney of record herein and is authorized to sign such Terminal Disclaimer on behalf of Henkel Corporation.

Respectfully submitted,



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